



DATED

SEPTEMBER 2018

# **STUDENT DEBT, REFUND AND COMPENSATION POLICY**

**THINKSPACE EDUCATION**

Next review date: September 2019



## **A. INTRODUCTION AND PURPOSE**

1. All students undertaking a course of study with Thinkspace Education (“the Provider”) will be required to pay tuition fees. Information about the fees payable by students to the Provider can be found below.
2. Students are personally responsible for ensuring that all fees, fines and any other charge(s) are paid on time, including any element of fee payable by a sponsor. In accepting the Provider’s offer of registration, the Student accepts contractual liability for payment of all fees.
3. This is the Provider’s Student Debt, Refund and Compensation Policy and is designed to clearly explain in a transparent and accessible way the Provider’s approach to its students that have outstanding debts owed to the Provider. This includes trying to treat all students in a fair and reasonable way. Where students are experiencing financial difficulties the Provider will endeavour to treat students sympathetically; students are encouraged to contact the Student Support Manager as soon as possible to discuss the situation.
4. In particular, students should recognise that if they owe a significant overdue debt for tuition to the Provider and have no means of paying this debt, it will not be in the student’s best interests for the Provider to allow them to continue their studies and increase their burden of debt.
5. It is the policy of the Provider to use all proportionate, reasonable and legal means at its disposal to pursue unpaid student debts since this is fair to all its students who are required to pay fees.
6. This Policy has been prepared in consultation with independent legal advisers and with consideration to the terms of relevant consumer rights legislation and guidance including, but not limited to, the Consumer Rights Act 2015 and the Competition and Markets Authority Guidance: UK Higher Education Providers – Advice on Consumer Protection Law, March 2015. Whilst this policy represents and outlines the general procedure that will apply to all students of the Provider, individual circumstances will be considered as appropriate when implementing this policy.

## **B. STUDENT DEBT**

7. It is the Provider’s policy to charge student’s tuition fees. The level of tuition fee payable for the Provider’s degree awarding programmes, per annum, as of September 2018 is as follows :
  - a. MFA Professional Composition and Orchestration - £13,750.00
  - b. MA Professional Media Composition - £8,850.00
  - c. MA Orchestration for films, games and television - £9,350.00
  - d. MFA Game music and audio - £13,750.00
  - e. MA Composing for video games - £8,850.00
  - f. MA Sound design for video games - £8,850.00
8. Whilst tuition fee rates are subject to change at the Provider’s discretion at any time, any student registered on a course will only ever be charged the tuition fee that applied at their date of registration, subject to individual circumstances regarding interruption of studies.

9. Should a student change course they will be informed of any additional charges (tuition fees or otherwise) that will apply. That additional fee will also not change throughout the remainder of their studies.
10. No tuition fees will be charged in respect of periods of authorised interruption of studies. Upon returning following a period of interruption, should tuition fees have risen, then generally returning students are liable to pay the increased rates unless otherwise agreed between the returning student and the Provider.
11. Students who have to repeat a year of study will be charged that full year's fees.
12. Fees are payable by way of bank transfer or card payment and full payment is due on or before the commencement of study unless otherwise agreed.
13. Students who are not funded by way of a loan from the Student Loans Company may, at the discretion of the Provider, upon request, be entitled to pay their tuition fees by way of instalment. Breaches of any instalment plan will be dealt with under the debt recovery process outlined below.
14. Tuition fees are paid in Great British Pounds Sterling ("GBP"), Euros or United States Dollars ("USD"). Domestic students must pay in GBP, students from the European Union must pay in Euros and any other international students must pay in USD.
15. All students will need to have paid their full tuition fees in order to be eligible for an academic award. Students who have only part paid their tuition fees, or students who withdraw early from their course, may receive an award up to the value of the credits that they have paid for, for example, a master's degree student who has paid for the equivalent of 60 out of the 180 credits required for a master's degree would only be eligible for the award of Postgraduate Certificate.
16. Any student who has a tuition fee debt in excess of £500 for a period of three months or more will be prevented from progressing to the next academic module or, if in the last module of an academic year, the next academic year.
17. Any student who has a tuition fee debt in excess of £500 for a period of 12 months or more will be liable for deregistration.
18. Should a student have accumulated a tuition fee debt, then at the discretion of the Provider, the student may be entitled to continue with their course of study, subject to agreeing with any reasonable condition(s) set by the Provider for settling the outstanding tuition fee debt.
19. Academic sanctions will never be applied to students for non-payment of non-tuitions fee debts.
20. Should a student fail to pay an outstanding tuition fee debt, the Provider will undertake all proportionate steps to recover the debt. The steps that the Provider is likely to take include (but are not limited to):
  - a. Sending a first reminder letter to the student;
  - b. Sending a second reminder letter to the student;
  - c. Sending a letter before claim pursuant to the Pre Action Protocol for Debt Recovery claims to the student; and
  - d. Issuing breach of contract proceedings against the student.

21. Students who fail to settle the outstanding balance of their tuition fee debt after the sending of the second reminder letter will have their access to the Provider's facilities suspended until full payment of the outstanding debt is received, or satisfactory arrangements to clear the debt in full before the end of the current academic year have been agreed with the Provider. The notification of suspension of facilities will be sent by letter to the student's home address and/or by email.
22. Final year students with tuition fee debt will not be permitted to attend the Graduation ceremony and their award certificate will be withheld.
23. Where the Provider instigates its debt recovery procedure outlined at paragraphs 21(a)-(d) above, it shall charge the student the following administrative charges which shall be added on to the outstanding debt:
  - a. £150 for the preparation and sending of a letter before claim pursuant to the Pre Action Protocol for Debt Recovery; and
  - b. A further £300 for the preparation, filing and serving of court proceedings.

### C. **REFUND**

24. There are various circumstances that could arise whilst a student is studying with the Provider that would require the student to be refunded tuition fees (and potentially provided with compensation as dealt with below), for instance, it may not be possible to preserve continuation of study for reasons beyond the Provider's control. This section provides non-exhaustive examples of where refunds may be granted however, each case would be considered on a case by case basis.
25. Students withdrawing from their course of study will be dealt with as follows:
  - a. Students have a right, following their acceptance of TE's offer, to withdraw their registration for a course of study, without giving any reason, within 14 calendar days of the date of the email containing your acceptance of the Provider's offer. In these circumstances a full refund of any monies paid will be given within 14 calendar days of the date upon which your notice of cancellation was received. To provide notice of cancellation, a student must send written notification by email to [info@thinkspaceeducation.com](mailto:info@thinkspaceeducation.com) or via post to Thinkspace Education, 119 Third Avenue, Almodington, PO20 7LB.
  - b. Students who withdraw after the 14 day period outlined at 26(a) above, but within 60 days of the date of the email containing their acceptance of the Provider's offer, will be liable for a 40% refund of the annual tuition fee for that academic year.
  - c. Students who withdraw 61 days or more after the date of the email containing their acceptance of the Provider's offer will be liable for the full first year's tuition fee.
26. Circumstances that are likely to give rise to a tuition fee refund (and/or compensation) are where the Provider:
  - a. Is no longer able to operate, or has decided to cease operating.
  - b. Has lost its degree awarding powers or is, or expects to be, operating with probationary degree awarding powers.
  - c. Provider's validating University loses its ability to validate an award.

- d. Is no longer able to deliver courses (or a specific course) to its students in one or more subject areas and/or departments, particularly if it is considering course closures in the next three years.
  - e. Is no longer able to deliver material components of one or more courses, particularly if there are areas of particular vulnerability such as single person dependencies for teaching.
  - f. Is no longer able to deliver (or withdraws) one or more modes of study to its students.
  - g. Is no longer able to recruit or teach a particular type of student (for instance international students).
27. Where a refund needs to be given, the following will apply:
- a. For students in receipt of tuition fee loans from the Student Loans Company – the Provider will pay the fees back directly to the Student Loans Company.
  - b. For students who pay their own fees – the Provider will pay the fees back directly to the paying party (whether the student or a family member).
  - c. For students whose tuition fees are paid by a sponsor – the Provider will pay the fees back directly to the sponsor.
28. Whilst deposits paid to the Provider are generally non-refundable, refunds may be made in relation to deposit payments as follows:
- a. Refunds will be made to conditional offer holders who pay their deposit then fail to meet the conditions of their offer.
  - b. Any offer holders who wish to defer their place to the following year will:
    - i. Where they have not paid a deposit, have that payment deferred to the following year. Commencement of the course the following year will be conditional upon the deposit being paid upon the request of the Provider the following year;
    - ii. Where they have paid a deposit, have that deposit held by the Provider. Should the offer holder subsequently withdraw their acceptance of the offer, the deposit will be refunded in full.
  - c. Deposit refunds will only ever be refunded to the individual or organisation who paid the deposit. Proof of payment will be required from the individual or organisation to whom the funds need to be refunded. Failure to provide proof of payment when requested may severely delay payment or prevent it altogether.
29. The Provider's courses are all provided on a distance learning basis and therefore, should the Provider change the location from where the course is administered, generally no additional payments will be made to students.
30. The Provider will ensure that students in receipt of honour based bursaries are not caused detriment however, should the Provider cease to operate due to financial difficulties, the Provider will consider on a case by case basis whether it would be appropriate to withdraw bursaries. Where the Provider is considering the withdrawal of a student's bursary, the Provider will notify the student in advance, explain why and allow the student to make representations in respect of the Provider's decision.

#### D. **COMPENSATION**

31. As well as the provision of refunds, there may be instances such as those outlined at paragraph 27 above, where the Provider considers offering compensation (both financial and/or otherwise) to its students. Any award of compensation is made entirely at the discretion of the Provider and on a without prejudice basis. Any compensation offered should not be interpreted as an acceptance of liability in relation to the facts giving rise to the offer of compensation.
32. Instances that are likely to give rise to compensation include, but are not limited to:
  - a. Instances where due to an inability to preserve continuation of study, it would be appropriate to award a financial sum for lost time and/or maintenance; and
  - b. Instances where due to an inability to preserve continuation of study, students have to transfer course or provider.

#### **E. APPEALS**

33. Students who wish complain against a decision concerning payment of their fees, including a requirement to withdraw from the Provider for a failure to pay fees or have facilities withdrawn should do so under the University of Chichester's Student Complaints Procedure.